



Town of Bluffton
Request for Proposals
Pine Ridge Stormwater BMP Retrofit Design
RFP 2015-21

The Town of Bluffton is soliciting sealed proposals from firms experienced in the design and development of irrigation systems using reuse stormwater from lagoons as the supply source. The selected offeror will compile a project team that will provide professional services for the design, permitting and construction phase services of this project, aimed at improving water quality in the May River. The project is funded in part by the US EPA under a Section 319 Grant through the SC Department of Health and Environmental Control (SC DHEC). This project is an important element of the May River Watershed Action Plan, the Town's guiding document for restoring shellfish harvesting to the May River.

Pine Ridge is a medium to high-density single-family home residential community with an extensive interconnected lagoon system. The stormwater network, originally designed for peak rate runoff control only, is to be retrofitted with an irrigation system that will be used to irrigate adjacent open space areas. Using the lagoons as the water source should create available storage capacity within the lagoon network so that future, small rain events will be retained entirely on-site.

Sealed proposals, including all necessary documents, are due by January 9, 2015 at 11:00 a.m. at Town Hall, 20 Bridge Street, Bluffton, South Carolina, 29910 clearly marked as: **RFP 2015-21 – Pine Ridge Stormwater BMP Retrofit**. Offerors should submit one (1) original and three (3) copies by the stated deadline.

A pre-submittal meeting will be held on December 18, 2014 at 2:00 p.m. to provide a project overview. While attendance is not mandatory, it is strongly encouraged. Questions should be submitted in writing to Jeremy Ritchie at jritchie@townofbluffton.com. Questions and answers will be posted on the Town's website at www.townofbluffton.sc.gov. The deadline for submission of questions by offerors shall be 11:00 a.m. on December 30, 2014.

The successful offeror will contract with the Town using the Town of Bluffton Agreement shown as Attachment 1 to this Request for Proposals (RFP) and meet all Contract Provisions specified in the 319 Grant Terms and Conditions, included as Attachment 2 to this RFP.

BACKGROUND

The Town of Bluffton, located in Beaufort County, South Carolina, is a coastal community with strong ties to its local water body, the May River. The aesthetics and views of the May River increase the popularity of the area for residential, commercial, and tourist visitation growth, tying the Town's economic conditions directly and indirectly to the river. Since its first annexation in 1987 the Town has grown from 1 square mile in area to approximately 54 square miles in size. Throughout its rapid growth the Town has actively sought to protect the May River, and all of its natural water resources, through a variety of means, including adopting a volume-based stormwater management ordinance in 2010.

Pine Ridge, a single-family residential community, was developed prior to the 2010 volume-based stormwater ordinance. While the development meets the peak rate requirements, it does not meet the volumetric requirements of the current ordinance. Numerous projects permitted under the current volume-based ordinance have used irrigation systems with reuse stormwater from an on-site lagoon as the supply to achieve water quality storage compliance. Drawing down the lagoon's water surface from the design outlet control elevation will create storage capacity so that future, smaller rain events will be retained entirely on-site. The Pine Ridge Property Owners Association has entered into a partnership with the Town to retrofit their lagoon network and open space areas to provide a volumetric reduction in stormwater runoff from the community.

This project involves the design and permitting of an irrigation system(s) for existing open space using the lagoon network of Pine Ridge as the water supply. Attachment 3 shows the project area and adjacent open space. This will result in a volumetric reduction in stormwater runoff leaving the property, when compared to its current conditions. It is expected that the retrofitted lagoon networks will be designed in such a way that will bring them into compliance with the current volumetric requirements of the stormwater ordinance. While irrigation reuse design is an accepted practice, the Town desires to better quantify its efficacy. Components of this design will provide insight on potential modifications to the Stormwater Ordinance for the design of irrigation reuse systems.

Professional disciplines needed for performance of the work may include, but not be limited to, surveying, geotechnical engineering, civil engineering, and irrigation system design.

SCOPE OF SERVICES

The successful offeror will provide design, permitting, and construction phase services for the stormwater reuse irrigation system(s) generally consisting of the following:

- Geotechnical engineering to determine soil infiltration rates, characteristics, and water table elevations;
- Surveying, including boundary (buffer and easement areas and types included), topographic, wetlands, and utilities;
- Civil engineering for project coordination, system design, stormwater volume requirements, hydrologic and lagoon impacts to stormwater management system, possible stormwater attenuation opportunities or other water quality benefits, permitting, cost estimate, pre-construction conference, and construction phase services;
- Irrigation consultant for project coordination, system design, layout, permitting, cost

- estimate, pre-construction conference, and construction phase services; and
- Ensure design components are consistent executed Agreement between the Town of Bluffton and the Pine Ridge Property Owners Association, particularly with screening, pump housing, hours of operation, and noise levels (see Attachment 4).

The above-referenced list shall not be considered by the offeror to be an exhaustive list of all activities. Further, it is provided as a representative sample of tasks expected in the performance of the work.

The target schedule for the project is as follows:

- Award contract for project design: Early February 2015
- Complete set of permit drawings and details: Early July 2015
- Permits: OCRM, Beaufort County, Town: Early September 2015
- Plans complete and project out for bid: Mid-September 2015
- Pre-construction Conference: October 2015
- Construction complete: March 2016

Note: Project schedule is approximate. Any opportunities to expedite design and permitting, or any portion of the project schedule will be evaluated.

Offerors must comply with 40 CFR 33.301 and make good faith efforts to use disadvantaged businesses when awarding subcontracts for construction, equipment, services and supplies.

Offerors must also comply with the Contract Provisions as specified in the 319 Grant Terms and Conditions Attachment included in this RFP.

PROPOSAL SUBMITTALS

Proposals shall contain, at a minimum, the following items:

- A cover letter, including a statement indicating that all team members have read, and will abide by, the Contract Provisions specified in the 319 Grant Terms and Conditions;
- Detailed information regarding the offeror's experience on similar projects including, but not limited to, project descriptions, locations, project photographs, site information, budget information, schedule data, and other materials needed for a full and complete review of the offeror's experience with similar work;
- Qualifications of all proposed team members including, but not limited to, firm qualifications, individual résumés, professional licenses, and other materials needed for a full and complete review of the entire team;
- Information regarding the availability of team members to perform the anticipated work (including recent/current/projected workloads) along with specific information on the team leader designated for the project including approximate percentage of time the team leader is anticipated to devote to this project;
- Narrative describing the offeror's approach to the work proposed, including information on any special insights related to this work;
- Proposed fee for the deliverables requested;
- Hourly rate schedule for key team members;

- References for past performance of work of a similar scope and nature, including current contact names and phone numbers; and
- If applicable, documentation of the offeror's eligibility as a Certified Minority Business or Woman Business Enterprise (MBE/WBE)

DELIVERABLES

The successful offeror shall provide, at a minimum, the following items:

1. Geotechnical report detailing soil infiltration rates, characteristics, and water table elevations, test pit and/or boring locations
2. Topographic and boundary survey, generally consisting of the following:
 - a. Property boundary for project area, including existing easement locations and types
 - b. Topographic survey as necessary to complete project design and permitting
 - c. Locations of any wetlands or wetland buffers within, and 50 feet beyond, project area
 - d. Locations of structures, features (i.e., multi-use paths, fences, entry signs and/or beds, etc.), roads, utilities, within, and 50 feet beyond, project area
 - e. Additional items and areas necessary to complete project design and permitting
3. Engineering report, calculations, plans, details, specifications and services necessary for design, permitting, and construction of the project. Items expected include the following:
 - a. Review of geotechnical report and coordination with irrigation consultant to optimize irrigation rates and minimize irrigated area
 - b. Analysis of allowable irrigation and soil infiltration rates, as well as other soil characteristics, to optimize lagoon system drawdown cycle times and frequencies
 - c. Hydrologic and volumetric impacts expected due to irrigation reuse system
 - d. Engineering design plans (30/90/100%) and specifications required for sitework permitting and construction
 - e. Construction cost estimate
 - f. Permitting as necessary for construction of irrigation reuse system through SCDHEC/OCRM, Beaufort County, and Town of Bluffton
 - g. Coordination and additional services as necessary for design and construction of irrigation reuse system
4. Irrigation system plans, details, specifications and services necessary for design, and permitting of the project. Items expected include the following:
 - a. Review of geotechnical report and coordination with engineer to optimize irrigation rates and minimize irrigated area
 - b. Recommended irrigation cycle times, frequencies, drawdown schedule, and coordination with engineer
 - c. Consideration of noise levels, screening, and other conditions listed in agreement with Pine Ridge Property Owners Association (see Attachment 4)
 - d. Irrigation system design plans (30/90/100%) and specifications required for permitting and construction
 - e. Construction cost estimate
 - f. Assistance as needed for any irrigation permitting that may be required

- g. Coordination and additional services as necessary for design, construction, and operation and maintenance (O&M) of irrigation reuse system, including O&M manual
- 5. Attendance with Town of Bluffton at two meetings with Pine Ridge Property Owners Association to discuss project scope and design
- 6. Coordination with selected contractor for complete operational walk-through of irrigation system and its components

All materials submitted shall become property of the Town of Bluffton.

PROJECT BUDGET

The total budget for the Pine Ridge Stormwater BMP for Retrofit including design, permitting, construction, and project close-out shall not exceed \$450,000.

EVALUATION CRITERIA

Proposals shall be evaluated on:

• Demonstrated experience with similar projects & references	30%
• Understanding of project and proposed approach to scope of work	25%
• Qualifications of professional personnel	15%
• Fee	15%
• Proposed schedule	10%
• Certified Minority Business or Woman Business Enterprise (MBE/WBE)	<u>5%</u>
Total	100%

TOWN OF BLUFFTON RIGHTS

Proposals must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the submittal date.

The Town reserves the right to refuse any and all proposals and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified offerors. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of your proposals, or to procure or contract for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods or services.

TOWN OF BLUFFTON AGREEMENT
Contract Number <20XX-XX>

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the ____ of _____, 201_ between <Contractor> (hereinafter called “Contractor”) and the Town of Bluffton (hereinafter called “Town”), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires <purpose of contract>; and

WHEREAS, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Services/Schedule: The Contractor shall perform services per the attached scope of work and schedule in “Attachment 1”.
2. Deliverables: The deliverables resulting from execution of the above mentioned work shall be:
 <Deliverables>
3. Fees: The total cost of these services shall be \$ <Costs> per “Attachment 2”.
4. Invoicing: The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: <Project Manager>. The invoice should reference contract number <200X-XX> Approved invoices shall be paid within 30 days upon receipt of invoice.
5. General Terms and Conditions:
 - a. The contractor is required to maintain appropriate levels, in the Town’s sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
 - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
 - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
 - e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non licensed Sub-Contractors is grounds for termination.

Attachment 1: Town of Bluffton Standard Form of Agreement

- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

<CONTRACTOR NAME>

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Attachment 1: Town of Bluffton Standard Form of Agreement

Attachments:

- 1.
- 2.

Section 319 Grant Terms and Conditions

- a. Travel: If travel expenses are incurred as a direct and reasonable cost in the performance of services under this agreement, the contractor must invoice SCDHEC for reimbursement at the State rate in effect during the period of the agreement for lodging, mileage, and per diem rates. Reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC. The maximum amount of the contract must include all travel expenses.
- b. Outputs: Informational materials, including but not limited to reports, manuals, brochures, fact sheets, newsletters, posters, videos, and Internet home pages, produced under a project funded by a Section 319 Grant must acknowledge SC DHEC and the US EPA as the funding source by including this phrase, "This project was funded wholly or in part by the US EPA under a Section 319 Grant through the SC Department of Health and Environmental Control (SC DHEC)."
- c. Copyright: Results of research funded by this grant shall be published jointly by Town of Bluffton and DHEC, if feasible. In the event of disagreement, either party may publish results on its own particular activity. Such publication shall give acknowledgment and credit to the other and to persons having made significant contribution to the project. Manuscripts prepared for publication by either, or agents therefore, shall be submitted to the other party for suggestions and review prior to publication. If published, either institution may copyright its own publication, or publications of its agents, provided the other institution and its agents shall be granted, to the extent possible, a royalty free license for unlimited use of the copyrighted materials.
- d. Contracts in excess of the small purchase threshold (\$100,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
- e. All contracts in excess of the small purchase threshold (\$100,000) shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- f. Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, EPA may accept the bonding policy and requirements of the recipient, provided EPA has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows: (1) A bid guarantee from each bidder equivalent to five

percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract. (4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

- g. All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, EPA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- h. All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of the appendix to Circular A-110, as applicable:

Byrd Anti-Lobbying Amendment Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights (40 CFR Part 7) The Civil Rights Act of 1964, Title VI, requires that no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The EPA implementing regulations are codified at 40 CFR Part 7.

Debarment (40 CFR Part 32) This action is taken by a debarring official in accordance with Federal agency regulations implementing Executive Order 12549 to exclude a person or organization from participating in transactions. Grantees may be debarred or suspended if they are found to have seriously and willfully not complied with grant conditions or are found to have engaged in scientific misconduct. If debarred, a grantee may not receive Federal assistance funds and may not participate in covered transactions for the period covered by the debarment.

Drug-Free Workplace (40 CFR Part 32, Subpart F) The Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. Under this law, employees of grantees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance at work. By signing the application, the authorized organizational official agrees that the grantee will provide a drug-free workplace and will comply with requirements to notify NCI in the event that an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. EPA implementing regulations are set forth in 40 CFR Part 32, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)."

Sex Discrimination (40 CFR Part 5) Section 901 of Title IX of the Education Amendments of 1972 (20 USC 1681), as amended, provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The EPA implementing regulations are codified at 40 CFR Part 5.

Protection of Human Subjects (40 CFR Part 26) Protection of human subjects, in accordance with 40 CFR Part 26, is required of all research activities in which human subjects are involved. A human subject is defined in 40 CFR Part 26 as "a living individual about whom an investigator (whether professional or student) conducting research obtains (a) data through intervention or interaction with the individual, or (b) identifiable private information." The regulation also extends to the use of human organs, tissues, and body fluids from individually identifiable human beings. There is additional protection for certain classes of human research involving fetuses, pregnant women, human in-vitro fertilization, and prisoners. The regulation exempts certain categories of research involving human subjects (listed in 40 CFR Part 26.101(b)) which normally involve little or no risk.

Preventing and Reporting Fraud, Waste and Abuse No SC DHEC agency employee, agent, or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding fraud, waste, and abuse in government programs. Federal Law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. Under State law, persons may be criminally prosecuted for false claims. Any employees, agent, or contractor of SC DHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities. If the Contractor, Contractor's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, SC 29201 or by calling 1-866-206-5202. The Contractor is required to inform the Contractor's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting fraud, waste, or abuse to the agency.

Equal Employment Opportunity All contracts shall contain a provision requiring compliance with Executive Order 11246, "Equal Employment Opportunity," as amended

by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) All contracts and subgrants in excess of \$100,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to EPA.

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to EPA.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

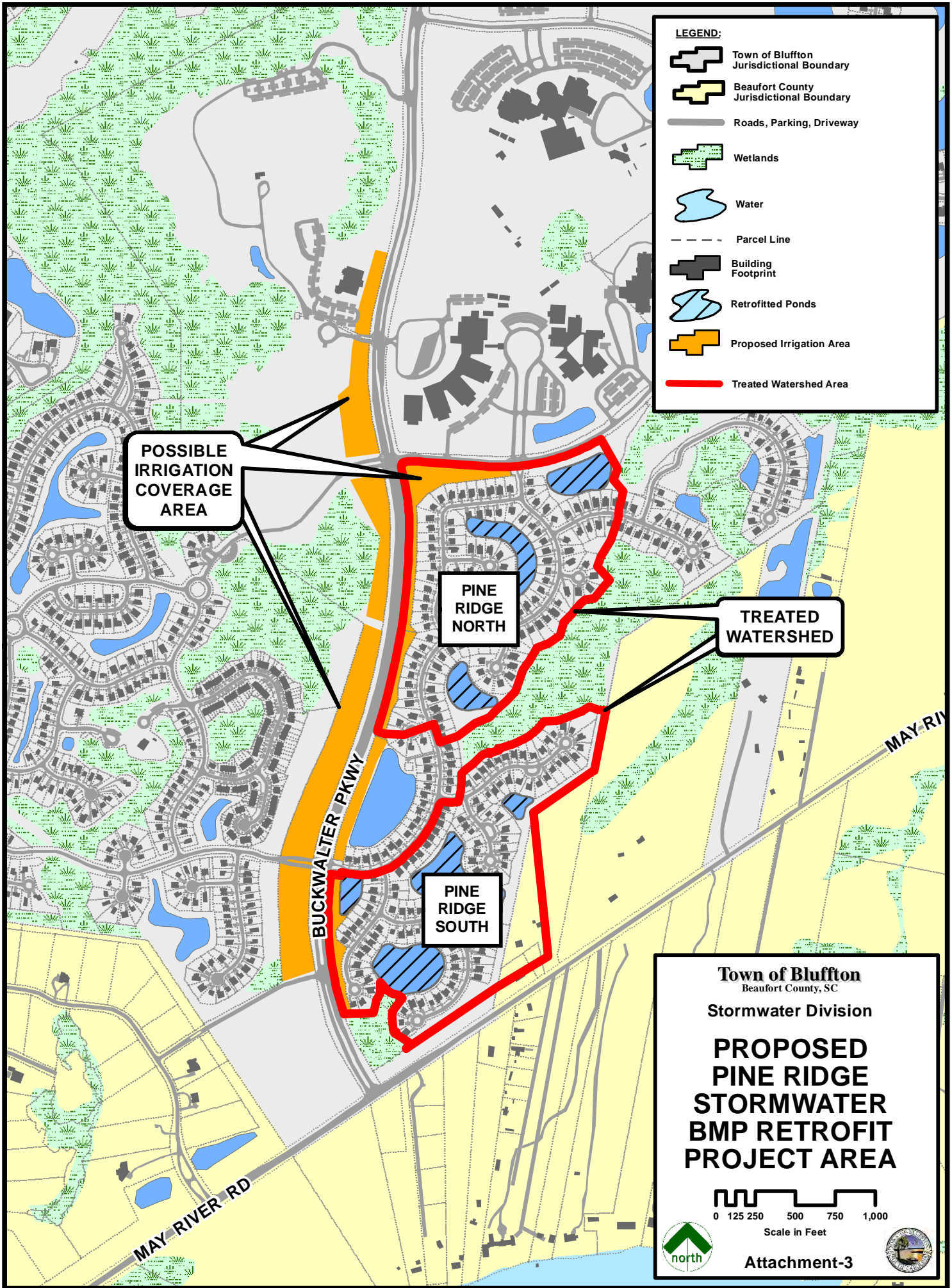
Rights to Inventions Made Under a Contract or Agreement Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in

accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by EPA.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Debarment and Suspension (Executive Orders 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification.



STATE OF SOUTH CAROLINA)
)
) IRRIGATION AND DRAINAGE EASEMENT
) AGREEMENT
COUNTY OF BEAUFORT)

This Easement Agreement is made this 26 day of February, 2014, by and between Pine Ridge Property Owners Association, Inc., (hereinafter referred to as the Grantor), and the Town of Bluffton, South Carolina, having an address of P.O. Box 386, Bluffton, South Carolina 29910, (hereinafter referred to as the Town).

WITNESSETH

WHEREAS, the Town has planned and desires to undertake a project which involves irrigation and drainage improvements within the Open Space Areas of the Pine Ridge Community and Public Properties, for the benefit and use of various property owners and the general public;

WHEREAS, said irrigation and drainage improvements will be located and/or traverse on, across and through the property of the Grantor, as described below; and,

WHEREAS, the Grantor has agreed to convey to the Town a permanent easement for the construction, maintenance and use of the aforementioned irrigation and drainage improvements, subject to the terms and conditions set forth herein;

NOW THEREFORE, know all men by these presents, Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, has bargained, granted, sold and by these presents does hereby bargain, grant, and sell to the Town, its successors and assigns, a perpetual, non-exclusive easement on, under, over and across that portion of the Grantor's property, which is described in Exhibit "A", attached hereto and incorporated herein.

The easement granted herein is for the purpose of planning, laying out, building and maintaining irrigation pipes, irrigation system components, pump stations, rain gauges and other monitoring equipment, and any other improvements used or useful in the collection, conveyance, distribution, and re-use of storm water runoff from existing lagoons within the Grantor's property for irrigation and related purposes (hereinafter collectively referred to as "Irrigation and Drainage Improvements"). The Grantor further grants to the Town, a perpetual, non-exclusive easement for the purpose of conveying and distributing storm water runoff from existing lagoons and storm drainage piping within the Grantor's Property through the Irrigation and Drainage Improvements built pursuant to this grant of easement for the purposes of irrigating the Easement Property as shown in Exhibit "A", and additional Town Properties as described in Exhibit "B", attached hereto and incorporated herein, and also recorded in Plat Book 82 at Page 17.

The easement is granted and accepted subject to the following terms:

1. This easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Grantor, its successors and assigns, to utilize the Grantor's property at any time, in any manner, and for any purpose, provided, however, that such use by the Grantor shall not be inconsistent with nor prevent the full utilization by the Town, of the rights and privileges granted herein.
2. The Town agrees to plan, lay out, build, monitor, and maintain portions of its Irrigation and Drainage Improvements upon the Easement Property, and further agrees that its use of, access to, and travel upon said Irrigation and Drainage Improvements and the Easement Property shall at all times comply with all applicable laws, ordinances, codes, and regulations.

3. The irrigation pump station equipment will be enclosed and locked to protect against unauthorized access, vandalism, and weather. There will be a minimum of two and a maximum of four irrigation pump stations installed as a part of the Irrigation and Drainage Improvements. Two locations have been selected: common property south of the subdivision entrance off of Buckwalter Parkway and common property east of the subdivision entrance off of McCracken Circle. If multiple irrigation pump stations are installed at either of the two locations they will be placed beside one another.
4. Monitoring equipment will be installed in common property south of the subdivision entrance off of Buckwalter Parkway, approximately across from the intersection of Buckwalter Parkway and Barton's Run Crossing. Additional monitoring equipment may be installed on a Town-owned parcel west of Buckwalter Parkway.
5. The Town shall install and maintain shrubs or other landscaping and screening material around the irrigation pump stations at a height equal to or higher than the height of said pump stations.
6. The maximum noise level in decibels (dBA) emanating from the irrigation pump stations shall be no more than 55 dBA when measured at 50 feet. If the ambient background noise level is above 55 dBA, the maximum noise level resulting from the operation of the irrigation pump stations may be increased by no more than 5 dBA.
7. Operation of the equipment will be permissible during the hours of 6:00 am to 10:00 pm Monday through Friday and 10:00 am to 8:00 pm Saturday and Sunday only.

8. Lagoon water surface levels will be drawn down no more than ten (10) inches from the Normal Water Level as a result of the stormwater re-use irrigation system. Normal Water Level is determined by the lowest flow control feature on the outlet structure that controls each of the interconnected lagoon systems. For Lagoons 7, 8, 9 and 10 this feature is "Vertical Weir (4 sides)" on Drop Structure #3-1, shown on Sheet 4 in "Pine Ridge Phase 3 – Record Drawings" prepared by Thomas & Hutton Engineering Co. dated April 27, 2004. For Lagoons 3, 4 and 5 this feature is "Vertical Weir" on Drop Structure #5-1, shown on Sheet 3 in "Pine Ridge Phase 5 – Record Drawings" prepared by Thomas & Hutton Engineering Co. dated November 15, 2004.
9. The Town agrees to cause all its work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Grantor, its successors, assigns, invitees, guests, licensees, and agents. The Town further agrees to cause its construction work contemplated hereunder to be completed in an expeditious and timely fashion, and that all materials, debris, and construction materials shall be promptly removed. The Town shall restore any part of the Grantor's property which is damaged as a result of the Town's exercise of the rights granted hereunder for the installation and maintenance operations for the Irrigation and Drainage Improvements as near as practicable to its pre-existing state.
10. The Town is granted access by the Grantor to the above described lands through a perpetual, non-exclusive easement for access, ingress and egress, which is described in Exhibit "C", attached hereto and incorporated herein.

11. The Town will notify the Grantor if it discontinues use of the Irrigation and Drainage Improvements. In the event that the Town abandons the use of the Irrigation and Drainage Improvements for a period of at least one (1) year, then the Grantor and the Town expressly agree that the easement shall terminate and any rights granted to the Town through this agreement shall revert back to the Grantor.
12. In the event that the Town abandons the Irrigation and Drainage Improvements within the easement area for a period of at least one (1) year, the Town shall remove all above ground components, properly abandon all equipment and improvements within the easement, or provide an acceptable alternative to the Grantor. The Town shall restore any part of the Grantor's property which is damaged as a result of the Town's exercise of the rights granted hereunder for the removal and abandonment procedure for the Irrigation and Drainage Improvements as near as practicable to its pre-existing state.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Bluffton, South Carolina, its successors and assigns, forever.

In witness thereof, the parties hereto have caused the within Easement Agreement to be executed by their duly authorized officers on this 26 day of February, 2014.

(SIGNATURES ON FOLLOWING PAGES)

WITNESSES:

Maria Joly
Signature of Witness #1

Pusan F. Hagler
Signature of Notary Public

GRANTOR:
PINE RIDGE PROPERTY OWNERS
ASSOCIATION, INC

By: Hector Avila

Name: Hector Avila

Its: President

STATE OF South Carolina)
COUNTY OF Beaufort)

UNIFORM ACKNOWLEDGMENT
S.C. CODE ANN. • 30-5-30 (SUPP. 2006)

I, the undersigned Notary Public do hereby certify that Hector Avila, as
President of Pine Ridge Property Owners Association, Inc, personally
appeared before me on this day and duly acknowledged the execution of the foregoing
instrument.

Sworn to and Subscribed before me
on this 26th day of February, 2014.

Pusan F. Hagler
Notary Public for SC
My Commission Expires: _____

My Commission Expires October 10, 2010

WITNESSES:

THE TOWN OF BLUFFTON,
SOUTH CAROLINA

[Signature]
Signature of Witness #1

[Signature]
Signature of Notary Public

By: Marc Orlando

Name: Marc Orlando

Its: Deputy Town Manager

STATE OF South Carolina)

COUNTY OF Beaufort)

UNIFORM ACKNOWLEDGMENT
S.C. CODE ANN. • 30-5-30 (SUPP. 2006)

I, the undersigned Notary Public do hereby certify that Marc Orlando, as
Deputy Town Manager of the Town of Bluffton, personally appeared before me on this day
and duly acknowledged the execution of the foregoing instrument on behalf of the Town of
Bluffton, South Carolina.

Sworn to and Subscribed before me
on this 3rd day of March, 2014.

[Signature]
Notary Public for South Carolina

My Commission Expires: MY COMMISSION EXPIRES DEC. 23, 2018

Exhibit "A"

Lying and being in the Town of Bluffton, Beaufort County, South Carolina and being more particularly described as follows:

Parcel 1:

Being a portion of the real property shown on a plat entitled "PINE RIDGE PHASE 1, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 97, Page 26, inclusive, designated thereon as (i) the **Open Space** parcel containing approximately 5.293 acres, and (ii) the portion of the right-of-way of **Pine Ridge Drive, Grove Way, and Spruce Drive** containing approximately 1.731 acres.

Parcel 2:

Being a portion of the real property shown on a plat entitled "PINE RIDGE PHASE 2, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 99, Pages 5-7, inclusive, designated thereon as (i) the **Open Space** parcel containing approximately 2.274 acres, (ii) the **Open Space** parcel containing approximately 0.891 acres, (iii) the **Open Space** parcel containing approximately 2.453 acres, and (iv) the portion of the right-of-way of **Pine Ridge Drive, Woodland Hills Drive, Hemlock Court, Long Leaf Court, Heather Glen Lane, and Bristlestone Court** containing approximately 4.060 acres.

Parcel 3:

Being a portion of the real property shown on a plat entitled "PINE RIDGE PHASE 3, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 99, Page 102, inclusive, designated thereon as (i) the **Open Space** parcel containing approximately 3.321 acres, (ii) the **Open Space** containing approximately 2.094 acres, and (iii) the **Open Space** containing approximately 1.475 acres.

Parcel 4:

Being a portion of the real property shown on a plat entitled "PINE RIDGE PHASE 4, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 102, Page 181, inclusive, designated thereon as (i) the **Open Space** parcel containing approximately 6.011 acres.

Parcel 5:

Being a portion of the real property shown on a plat entitled "PINE RIDGE PHASE 5, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 102, Page 182, inclusive, designated thereon as (i) the **Open Space** parcel containing approximately 3.083 acres.

Parcel 6:

Being a portion of the real property shown on a plat entitled "PINE RIDGE PHASE 6, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 110, Pages 77-79, inclusive, designated thereon as (i) the **Open Space** parcel containing approximately 3.729 acres.

Exhibit "B"

Lying and being in the Town of Bluffton, Beaufort County, South Carolina and being more particularly described as follows:

Being a portion of the real property shown on a plat entitled "142.92 ACRES FORMERLY KNOWN AS A PORTION OF THE BUCKWALTER TRACT, Bluffton, South Carolina" recorded in Plat Book 82, Page 17, inclusive, containing approximately 142.92 acres.

Exhibit "C"

Lying and being in the Town of Bluffton, Beaufort County, South Carolina and being more particularly described as follows:

Parcel 1:

Being a portion of the real property shown on a plat entitled "PINE RIDGE PHASE 1, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 97, Page 26, inclusive, designated thereon as (i) the portion of the right-of-way of **Pine Ridge Drive, Grove Way, and Spruce Drive** containing approximately 1.731 acres.

Parcel 2:

Being a portion of the real property shown on a plat entitled "PINE RIDGE PHASE 2, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 99, Page 5-7, inclusive, designated thereon as (i) the portion of the right-of-way of **Pine Ridge Drive, Woodland Hills Drive, Hemlock Court, Longleaf Court, Heather Glenn Lane, and Bristlestone Court** containing approximately 4.060 acres.

Parcel 3:

Being a portion of the real property shown on a plat entitled "PINE RIDGE PHASE 3, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 99, Page 102, inclusive, designated thereon as (i) the portion of the right-of-way of **Spruce Drive, Wiregrass Way, and Boxtail Crescent** containing approximately 2.953 acres.

Parcel 4:

Being a portion of the real property shown on a plat entitled "PINE RIDGE PHASE 4, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 102, Page 181, inclusive, designated thereon as (i) the portion of the right-of-way of **Torrey Lane and Grove Way** containing approximately 2.024 acres.

Parcel 5:

Being a portion of the real property shown on a plat entitled "PINE RIDGE PHASE 5, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 102, Page 182, inclusive, designated thereon as (i) the portion of the right-of-way of **Heather Glenn Lane and Stonefield Lane** containing approximately 1.860 acres.

Existing Easement 1:

30' Utility Easement shown on a plat entitled "PINE RIDGE PHASE 3, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 99, Page 102, inclusive, designated thereon as (i) the **30' Utility Easement** shown on **Lot Number 299, Lot Number 300** and the **Open Space** parcel containing approximately 3.321 acres.

Existing Easement 2:

25' Drainage Easement shown on a plat entitled "PINE RIDGE PHASE 5, Town of Bluffton, Beaufort County, South Carolina" recorded in Plat Book 102, Page 182, inclusive, designated thereon as (i) the **25' Drainage Easement** shown on **Lot Number 67 and Lot Number 68**.